PASSPORT ACCOUNT AGREEMENT

Effective Date: June 10, 2024

This Passport Account Agreement (together with the applicable Rate Sheet, this "Agreement") governs the use of the accounts (each, a "Passport Account" or "Account") made available to you by a federally insured depository institution ("Bank[1]") and Priority Technology Holdings, Inc. (together with its subsidiaries, "Priority"), as a technology service provider of banking related services. Money transmission services are provided by Priority, directly or through its subsidiary Finxera, Inc. (NMLS #1168701) or its authorized affiliates and contractors. As used in this Agreement, the words "we", "our", and "us" refer to Bank and Priority and our respective successors, affiliates, or assignees; and the words "you", and "your" refer to the entity that owns the Passport Account (the "Account Owner") and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Passport Account.

"Passport Account" refers to any account, now or in the future, opened through Passport, a proprietary technology platform owned by Priority which enables Priority's customers to set up one or more accounts to collect, store, and send money; in addition to other functionalities. When you open an Account, you will be provided a document for the type of Account you are opening (the "Rate Sheet") that sets forth the additional requirements and restrictions for the Account, the fees applicable to the Account, and the interest rate, if applicable. Each Rate Sheet is part of this Agreement. Access to your Passport Account and the services under this Agreement is available only through the website and, when available, a smart phone application (the "Mobile App") (collectively, the "Passport Website"), unless we notify you otherwise. Passport Accounts opened for business purposes ("Commercial Accounts") may only be used for such business purposes. Passport Account opened by individuals ("Consumer Accounts") may be used for personal, family or household purposes. This Agreement, along with any other documents we make available to you and referenced in this Agreement pertaining to your Passport Account, is a contract that establishes the rules that govern your Passport Account. For Commercial Accounts, if you sign a written or electronic signature card or open a Passport Account, you are deemed to agree to the most recent version of this Agreement, which can be accessed here or by calling us at the number set forth in Section 6.10. For Consumer Accounts, by electronically signing this Agreement, you acknowledge receipt of this Agreement and agree to the terms set forth in the Agreement. This Agreement may be changed by us from time to time, as described in Section 6.9 below. This Agreement also includes Priority's privacy policies, as referred to in Section 2.7 below, any other agreement you enter into with us, and any other terms and conditions made available to you by us on the Passport Website.

YOU UNDERSTAND THAT BY OPENING A PASSPORT ACCOUNT, YOU AUTHORIZE BANK TO ACCEPT ALL INSTRUCTIONS PROVIDED TO BANK BY PRIORITY ON YOUR BEHALF.

THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT. YOU SHOULD READ THE ARBITRATION AGREEMENTCAREFULLY. IF YOU OWN A CONSUMER ACCOUNT, YOU MAY REJECT THE ARBITRATION AGREEMENT. IF YOU OWN A CONSUMER ACCOUNT AND DO NOT REJECT THE ARBITRATION AGREEMENT, IT WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. FOR EXAMPLE, IF YOU OWN A CONSUMER ACCOUNT AND DO NOT REJECT THE ARBITRATION CLAUSE, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF LEGAL DISPUTES WITH YOU REGARDING THE ACCOUNT AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

1. CONSENT TO USE ELECTRONIC SIGNATURES, COMMUNICATIONS AND STATEMENTS.

1.1. Your Consent to Electronic Communications and Electronic Signatures. To the fullest extent permitted by law, this Agreement, any application, privacy policies, account statements, notices, legal and rate disclosures for your Passport Account, including, but not limited to, those made pursuant to the Electronic Fund Transfer Act/Regulation E or the Truth in Savings Act/Regulation DD, updates and changes to this Agreement, end-of-year tax forms, other service agreements, and other communications (collectively, "Communications") from us to you regarding your Passport Account and related services provided by us may be provided to you electronically. By submitting an application or opening an Account, you agree to the terms set forth in this Section 1 (the "E-Sign Disclosure") and consent to (i) receive all such Communications in electronic form; and (ii) use electronic signatures. If you choose not to consent to this E-Sign Disclosure or if you withdraw your consent, you may be unable to use the Accounts and the related services.

1.2. Methods of Providing Communications. Unless otherwise required by applicable law, or Priority otherwise agrees, Priority may provide Communications to you by (a) posting them on the Passport Website; (b) notifying you through your statements; (c) sending a text message to the mobile phone number listed in your Account profile; (d) sending an email to the email

[1] Bank refers to, but is not limited to, any of the following financial institutions: Wells Fargo, N.A., Comerica Bank, Axos Bank, and Western Alliance Bank. We may add or remove financial institutions from the definition of "Bank" in our discretion without notice.

address in our record; or (e) delivering them in another electronic format. Charges by your telecommunication provider may apply to Communications sent by text or other electronic means.

1.3. Electronic Signatures. Priority may execute Communications electronically. If Priority requests, you will execute Communications electronically. You also agree that Communications you or Priority sign electronically will have the same legal effect as a signed physical document.

1.4. Hardware and Software Requirements. In order to access, view, sign and retain electronic Communications that Priority provides to you, you must have:

1.4.1. An up-to-date device (e.g., computer, tablet, or mobile phone) which has internet access;

1.4.2. A current, compatible web browser, including the current or immediately preceding version of Chrome, Internet Explorer, Firefox, Safari and Edge;

1.4.3. A valid email account;

1.4.4. An operating system on your device capable of receiving, accessing and displaying Communications in electronic form via text-formatted email or gaining access to the Passport Website using a supported browser, including any necessary software (e.g., Adobe to read PDF documents); and

1.4.5. If you wish to store or print any Communications, a device capable of storing and printing Communications.

1.4.6. If you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add relevant Priority email accounts to your email address book.

1.5. Accessibility. If you are having problems viewing or accessing any Communications, please contact Priority as provided in Section 6.10.

1.6. How to Withdraw Your Consent. If you want to withdraw your consent to receive electronic Communications or electronic signature, you may do so by writing to Priority at the address provided in Section 6.10. Your withdrawal of consent to receive electronic Communications will be effective after Priority has had a reasonable period of time to process your withdrawal. By withdrawing your consent to electronic Communications, you will no longer receive them from Priority, but you may be disabling important security controls on your Passport Account, you may increase the risk of loss to your business, and your ability to use the services relating to the Passport Account may be adversely affected or terminated. If you withdraw your consent, you may be unable to use the Accounts and the related services.

1.7. Requesting Paper Copies. You can request paper copies of electronic Communications from Priority by contacting customer service as provided in Section 6.10. In your request, please specify the Communication you would like to receive in paper form, and your current mailing address.

1.8. Updating Contact Information. It is your responsibility to keep your contact information, including your primary email address, current. You can update your primary email address and other contact information by logging into your Passport Account.

1.9. U.S. Federal Law. You acknowledge and agree that the Passport Account and all services related to it are subject to the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN Act"), and that you intend that the E-SIGN Act will apply to validate your ability to engage electronically in transactions related to the Passport Account and the related services.

1.10. Statements. Statements will be made available to you to view and/or print on the Passport Website. We will send an email notification when the statements are available online on a periodic basis at approximately monthly intervals. The Passport Account statement, in either paper or electronic form, will describe each item, date of credit or debit, and the respective amount for the period since the last statement period. As to Commercial Accounts, Passport Account statements will be considered correct, and neither Bank nor Priority will have any liability to you, unless you notify us, by calling us or sending us an email as provided in Section 6.10, noting "Billing Error" on the subject line, of any errors within sixty (60) days of such statement becoming available.

2. ACCOUNT BASICS.

2.1. Eligibility. The Commercial Accounts are available to legal entities with an Employer Identification Number and individuals who are at least 18 years old (or older if residing in a state where the majority age is older), have a Social Security Number or Individual Taxpayer Identification Number and have a street address in (i) the U.S., (ii) the territories of Puerto Rico, United States Virgin Islands or American Samoa ("U.S. Territories");"or (iii) a U.S. military base or U.S. embassy (i.e., an Army/Air Post Office, Fleet Post Office, or Diplomatic Post Office address) ("U.S. Jurisdictions"). You cannot use a post office box (other than on a U.S. military base or at a Diplomatic Post Office) to open or maintain an Account. The Consumer Accounts are available to individuals who are at least 18 years old (or older if residing in a state where the majority age is

older), have a Social Security Number or Individual Taxpayer Identification Number and have a street address in (i) the U.S., (ii) the U.S. Territories; or (iii) the U.S. Jurisdictions. All deposits and withdrawals must be in U.S. dollars only. **You must agree to accept electronic, rather than paper, statements as provided in Section 1 above. If you do not do so, you may not open a Passport Account.** You agree to provide certain information to us pursuant to Section 2.3 and authorize us or Bank to verify your identify, credit history, history of receiving income for an individual), and/or have a credit reporting agency prepare a credit report on you or, for Commercial Accounts, any of your beneficial owners. You may open a Passport Account only if you satisfy our review of your credit history and other information relating to you, based on our internal risk management policies. We may refuse to comply with a power of attorney for reasonable cause to the extent permitted by law.

2.2. **Joint Accounts**. For Consumer Accounts, the Account can be a "Joint Account," which is owned by two or more people (up to four people per account, and each is regarded as an Account Owner). Each Account Owner has access to the Joint Account and may take any action or initiate any transaction (including withdrawing funds) or close the Account. All Joint Accounts are owned by the Account Owners as joint tenants with right of survivorship, meaning that if one of the Account Owners dies, the funds in the Account belong to the surviving Account Owner(s). If two or more Account Owners survive, the Account will remain a joint tenancy with right of survivorship. The Account Owner that opens the Joint Account will serve as the "Primary Owner" and receive tax documents, including 1099s. The Primary Owner can only be changed by closing the Account and opening a new Joint Account with another Primary Owner designated.

2.3. **Authorized Signers**. Commercial Accounts may have "Authorized Signers," who are persons with authority to act on your behalf. Unless a restriction that we have acknowledged in writing is specifically stated in your authorizing resolution, (i) an Authorized Signer will have authority to appoint the authorized users on your Passport Account (each, an "Authorized User"), to add or delete Authorized Users on your Passport Account, to open additional accounts, to close the Passport Account, and to give us any other instructions on your behalf with respect to your Passport Accounts; and (ii) each Authorized Signer may do these things acting alone, unless we require otherwise. We may, but are not obligated to, accept oral instructions from your Authorized Users. Account Owners of Consumer Accounts may also appoint Authorized Users of their Account. As between you and us, all actions of an Authorized Signer or an Authorized User shall be deemed within the scope of such person's authority. We are not required to verify or confirm the purpose or propriety of any action by your Authorized Signers or Authorized Users and are not responsible for any misapplication or misappropriation of funds by your Authorized Signers or Authorized Users. Authorized Signers and the Authorized Users shall have the authority: (i) to make withdrawals and, if offered as a Passport Account feature, to draw checks, drafts or other orders for the payment of money on your account(s); and (ii) to issue or cancel stop payment orders on your Passport Account. Each authorization that we receive from you or your Authorized Signers shall remain in effect until we receive written notice of revocation and have a reasonable opportunity to act on such notice. For Commercial Accounts, you acknowledge that we will treat any person identified as an officer of the company, either in your authorization resolutions or in such person's signature, as an Authorized Signer of you.

2.4. **Important information about procedures for opening a new Passport Account**. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. In the case that a Commercial Account is opened by a legal entity, we will obtain, verify, and record information on all ultimate beneficial owners and a controlling person of such legal entity. What this means for you: When you open a Passport Account, we will ask for the names, addresses, dates of birth, and other information concerning, for Commercial Accounts, each controlling person of the Account Owner and its direct or indirect beneficial owners owning 25% or more of the equity interests of the Account Owner; and for Consumer Accounts, each individual Account Owner. We may also ask to see a copy of the driver's license or other identifying documents of each controlling person and beneficial owner's/Account Owner.

2.5. **Passport Account**. The Passport Account is an online account used to hold your deposits and make payments and transfers to and from such Passport Account. You will access your Passport Account via the Passport Website. If made available, depending on the type of Account you own, the Passport Account may include the use of a debit card to make payments and transfers to third parties. Use of a debit card linked to a Commercial Account will be subject to the terms and conditions contained in the Commercial Cardholder Agreement, and use of a debit card linked to a Consumer Account will be subject to the terms and conditions contained in the Consumer Prepaid Cardholder Agreement, each of which can be accessed here (each, a "Cardholder Agreement"). You must agree to the applicable Cardholder Agreement before a debit card will be issued to you. If you instruct us to issue debit cards to any third parties, including your employees, you are responsible for their compliance with the applicable Cardholder Agreement.

2.6. **Password Security.** You are responsible for maintaining adequate security and control of any and all User IDs, Passwords, hints, personal identification numbers (PINs), or any other codes that you use to access the Passport Account (collectively, "Security Devices"). Do not discuss, compare, or share information about your Security Devices unless you are willing to give them full use of your money. Any loss or compromise of any Security Device and/or your personal information may result in unauthorized access to your Passport Account by third parties and the loss or theft of any funds held in your Passport Account and any associated accounts. Checks and electronic withdrawals are processed by automated methods, and anyone

who obtains your Security Devices could use them to withdraw money from your account, with or without your permission. You are responsible for keeping your email address and telephone number up to date in order to receive any notices or alerts that we may send you. For Commercial Accounts, we assume no responsibility for any loss that you may sustain due to compromise of your Security Devices due to no fault of ours and/or your failure to follow or act on any notices or alerts that we may send to you. For Consumer Accounts, liability for unauthorized use in such cases is governed by Section 5. If you believe your Passport Account information has been compromised, or that someone has transferred or may transfer money from your Account without your permission, contact us immediately as provided in Section 6.10. You agree to promptly review all Passport Account and transaction records and other Communications that we make available to you and to promptly report any discrepancy to us.

2.7. Location. Priority's headquarters is located in the State of Georgia.

2.8. Privacy Policies. Priority's general privacy policy is available at https://prioritycommerce.com/privacy/ and its consumer privacy notice is available at https://prioritycommerce.com/enterprise-payments/passport/legal-terms/. These documents are considered part of this Agreement. By executing this Agreement, you acknowledge that you have read and accepted Priority's privacy policy, and for Account Owners of Consumer Accounts, the consumer privacy notice.

2.9. Internet Gambling; Illegal Transactions. We may, but are not required to, deny authorization for any internet gambling transactions or any other activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 U.S.C. § 5361 *et seq* (the "UIGEA"). You agree not to use your Passport Account or our services for online gambling or any illegal activity under the UIGEA. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law, including the UIGEA. You acknowledge and agree that we have no obligation to monitor, review or evaluate the legality of your transactions and Passport Account activities. You agree that using your Passport Account for illegal activity will be deemed a default and/or breach of contract and, in such event, our services and/or any of your Passport Accounts may be terminated at our discretion. You further agree that should illegal use occur, unless prohibited by applicable law, you waive any right to sue us in court for such illegal use or any activity directly or indirectly related to it, and you agree to indemnify and hold us harmless from any suits, legal action, or liability directly resulting from such illegal use. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if that transaction is determined to be illegal.

2.10. Freezes, Blocking or Closing Passport Accounts Due to Irregular or Unlawful Activities. You agree that if we suspect that any irregular, unauthorized, or unlawful activity may be occurring in connection with your Passport Account, we may "freeze" or place a hold on the balance in the Passport Account pending an investigation of such activity. If we freeze your Passport Account, we will give any notice required under the circumstances by the laws governing the Passport Account. If investigation confirms our suspicions of irregular, unauthorized, or unlawful activity then, notwithstanding anything to the contrary in this Agreement, we may immediately close your Passport Account, if necessary, to comply with applicable law. You agree that we may also freeze, block, or close your Passport Account as necessary in order to comply with regulations issued by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC").

2.11. Disclosing Information about You and Your Account. For Consumer Accounts, we may disclose information about your Account to credit bureaus and other persons or agencies who, in our judgment, have a legitimate purpose for obtaining such information. For example, subject to any applicable financial privacy laws or regulations, we may provide information on you and your Account or the transactions you make:

(1) To anyone who we reasonably believe is conducting a legitimate credit inquiry, including inquiries to verify the existence or condition of an account for a third party such as a lender, merchant or consumer reporting agency;

(2) In response to any subpoena, summons, court or administrative order or other legal process that we believe requires our compliance and to extent permitted by law;

(3) In connection with collection of indebtedness or to report losses incurred by us;

(4) Where it is necessary for completing transfers;

(5) To enforce our rights under this Agreement; or

(6) If you give us your written permission.

We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults (including overdrafts) on your Account may be reflected in your credit report.

The terms of our privacy policies, as referenced in Section 2.7, govern in the event of a conflict between the terms of this section and the terms of our privacy policies, including the consumer privacy notice.

3. FUNDING AND WITHDRAWING FROM YOUR ACCOUNT.

3.1. Transactions. We will disburse available funds from your Passport Account to third parties based on instructions received from you. You, any Authorized Signers, and the Authorized Users are the only ones who have the right to authorize transactions involving your Passport Account. You authorize us to initiate and facilitate disbursements from your Passport Account to pay debit entries and payments made by us on your behalf ("Transfer Service"). Moreover, you authorize us to deduct from your Passport Account any Transfer Service fees pursuant to the Fee Schedule; and to the extent applicable, any refunds, Chargebacks, Processing Fees (each as defined in your Services Application and Agreement with Priority (collectively, the "Merchant Agreement"), if applicable), and other amounts payable by you to us pursuant to any agreement you have with us for any services involving the Passport Account, as they become due. We will not provide Transfer Service when we know there are insufficient funds in your Passport Account. You will be responsible for ensuring that your Passport Account does not have a negative balance. We will not provide back-up funding under this Agreement, nor do we guarantee that all requested transfers or payments can or will be made when there are insufficient funds in the Passport Account. Instructions received after our established transaction cut-off hour or on non-business days will be processed on the next business day.

3.2. Deposits to the Passport Account. In addition to depositing merchant processing settlement proceeds in the Passport Account, as applicable, subject to the limitations set forth in the Rate Sheet, you can make deposits into your Passport Account using any of these methods. We may establish limits on the amount you can deposit into your Passport Account per day if we reasonably believe that such limits are necessary.

Transaction Type
Direct deposits or ACH Transfers initiated from an outside financial institution
Wires initiated from an outside financial institution
ACH Transfers (debit) initiated by us on your behalf from linked bank accounts
Remote Deposit Capture (RDC)

3.2.1. Preauthorized credits. For Consumer Accounts, if you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can verify the deposits on your Account portal or call us at the phone number in Section 6.10 to find out whether or not the deposit has been made.

3.2.2. Linking Bank Accounts. You may link one or more external accounts at third-party financial institutions (each linked external account, an "External Account") for online transfers between your External Accounts and your Passport Account. You may link your external accounts with your Passport Account by (i) logging into your financial institution on the Passport, or (ii) providing the account and routing details for the external account and verifying the two (2) micro deposits we send to your external account the next business day. We may also verify your control of the External Account by requiring you to submit proof of ownership of the External Accounts. All External Accounts must be with financial institutions in the United States. We may decline the use of any external account that we believe may present a risk to you and/or us. When adding an External Account, you represent and warrant that you are the owner of and have the right to access and use the account and to authorize us to use the account for information and funds transfer purposes. If any of your External Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both you and them, and to use the External Account with the Passport Account. If you do not have such consent, you should not use that external account and we will terminate your use of the linking service if we are notified of such a situation. If you close any of your External Accounts, you are responsible for removing it as an account eligible for the linking service to avoid any transaction failure and possible charges related to a failed transaction. We are not responsible for any acts or omissions by the external financial institution or other provider of any External Account, including, without limitation, any modification, interruption, or discontinuance of any External account by such financial institution or service provider.

3.2.3. Remote Deposit Capture ("RDC"). If enabled for your Passport Account, you may make deposits into your Passport Account by using the Mobile App to take a legible picture of the front and back of a negotiable check and transmitting such images. RDC services are subject to the Remote Deposit Capture Services Agreement (the "RDC Agreement"), a copy of which may be accessed here. By using the RDC service, you agree that you will be bound by the terms of the RDC Agreement and will follow any and all other procedures and instructions for use of RDC that we may establish from time to time.

3.2.4. No Deposits in Cash, Paper Checks or Foreign Currency. The Passport Account will only accept funds deposited electronically. We are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us. We do not accept deposits in cash or any paper personal checks, cashier's checks, money orders or foreign

currency. If we receive any of these instruments by mail, we will return it to the address we have for you on file. Only deposits made in accordance with the terms of this Agreement will be accepted.

3.2.5. Our Right to Charge Back Deposited Checks or Electronic Transfers. If you deposit a check or receive an electronic transfer as provided in this Agreement, and (i) the paying bank returns it to us unpaid; (ii) the paying bank or the issuer of a check demands that we repay them because the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (iii) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and subtract the funds from your Passport Account, unless prohibited by law or applicable network rules. If we have reason to believe that any of the events in the previous sentence have occurred or may occur, or that the check or other item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a non-customer account until we determine who is entitled to them, unless prohibited by law or applicable network rules.

3.2.6. Right to Reject Any Deposit. We may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only. We are under no obligation to accept any item, wire, electronic funds transfer, or other transaction for deposit to your Passport Account or for collection, and we may refuse to cash or give value for any such item. We may restrict access to any deposit credited to your account that violates any laws of the United States, including those giving rise to OFAC sanctions. Unless specifically permitted to do so, you may not deposit any Substitute Check that has not been previously handled by a bank in the collection process. This means you cannot deposit a Substitute Check you create, or one that is created by another person, unless we enter into an agreement to do so. Nevertheless, if a Substitute Check is received for deposit, you will be responsible for any losses you or another person suffers relating to that Substitute Check.

3.3. Withdrawals from the Passport Account. You can make withdrawals or disbursements from your Passport Account using any of these methods, subject to the limitations set forth in the Rate Sheet. Federal regulations give us the right to require you to give at least seven (7) days' notice in writing prior to any intended withdrawal from the Account. Although we usually pay withdrawals or checks without notice, doing so does not mean that we give up this right. Depending on the Account type of your Account, the number of withdrawals you may make per month may be limited. See your Rate Sheet for additional information.

Transaction Type
ACH Transfers (credit) to an external financial institution initiated by us or linked bank accounts
Wires (if enabled for your Passport Account)
Bill Pay services (if enabled for your Passport Account)
Debit Card Payments (if enabled for your Passport Account)
Virtual Card Payments (if enabled for your Passport Account)

In addition to the limitation with regard to the disbursement of Faster Funds (defined in Section 4.2) set forth in Section 4.2 and the limitations set forth in the Rate Sheet for certain Account types, we may establish limits on the amount you can withdraw from your Account per day in the future if we reasonably believe that such limits are necessary.

3.3.1. Preauthorized payments.

(1) Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

Contact us using the information provided in Section 6.10 in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We may charge you a fee, if any, as set forth in the Fee Schedule for each stop-payment order you give.

(2) Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

3.3.2. Bill Pay. If enabled for your Passport Account, you will be able to authorize us to make bill payments via check, ACH, or wire on your behalf to third parties. You may not have access to this feature until your Passport Account has been open for a minimum of thirty (30) days, and this feature may not be available for all Account types. Please check your Rate Sheet for details. To initiate a bill payment using Bill Pay, you must provide the name and mailing address of each individual or company you wish to pay and other information as we may reasonably require. You

must provide such information about each payee as we may request from time to time, and in any event sufficient to properly direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. You may not make a payment of alimony, child-support, taxes, or other governmental fees or court-directed payments via Bill Pay. We do not recommend using online bill payment services to fund brokerage or investment services. We may impose a dollar amount limit on bill payment transactions and will notify you in the event such a limit is put in place. Loan payments made via Bill Pay, other than the amounts due, cannot be designated as principal, interest or payoff. Once a payment is authorized, the payment amount will be immediately deducted from your Passport Account balance. Payments made using Bill Pay via check take the form of a paper check and are sent to the payee using standard U.S. Postal Service mail, or if sent to a Payee outside of the United States, using a carrier service selected by us. Please allow three to nine (3-9) business days for delivery of the check in the U.S. and ten to twenty (10-20) days for delivery of the check internally. Payments made using Bill Pay via ACH or wire will be made within our standard processing time for ACH or wire transactions, respectively. Bill Pay payments are processed daily by 12:00 p.m. Eastern Time. Payments initiated after this time will be processed the next business day. We reserve the right to refuse to process payments to any individual or company. If the decision is made to refuse a payment, we will notify you on or before the next business day.

3.3.2.1. Returned or Refused Checks. Checks may be refused or returned by the individual or company to whom the payment was issued. The determination to accept this method of payment is at the discretion of the recipient. The U.S. Postal Service (or the other carrier selected by us) may also return payments in cases of expired or invalid addresses. If the check payment is returned for any reason, the payment will be voided and the full amount credited to your Passport Account the next business day.

3.3.2.2. Uncashed Checks. If we remit your payment to a payee by mailing your payee a check drawn on your Passport Account and the check has not been presented for payment within our payment cut-off period, we will attempt to contact the Payee to investigate the status of the check if the Payee is an entity located in the United States. If the Payee cannot be reached, or the Payee is located outside of the United States, or the payment is to an individual; and the check has not been presented for payment by ninety (90) days after the date the funds are withdrawn from your Passport Account, we will place a stop payment order on the check and refund your Passport Account the amount of the check. If the check is later presented for payment, we reserve the right to pay the check without providing notice to you.

3.3.2.3. Cancelling a Payment. You may cancel a single check payment as long as it has not been presented for payment by logging into Passport Website or by contacting Priority as provided in Section 6.10. Funds from any cancelled check will be credited to your Passport Account on the next business day. Same-day payments (*i.e.*, payments entered and initiated on the same date) cannot be modified or deleted. You may cancel a payment by ACH as provided in Section 5.7. You cannot cancel a payment made by wire once the payment is processed.

3.3.3. Checks Issued by a Third Party. We do not support the issuance of personal checks to access funds in the Passport Account. We reserve the right to refuse to make payments initiated via a check printed by a third-party service provider and not via the Bill Pay services provided herein.

3.3.4. No Overdrafts. You are not permitted to overdraw your Passport Account. If the available balance in Passport Account you use to make a payment or withdrawal is not sufficient to cover any payment or withdrawal you have authorized, we may refuse to process the payment or withdrawal. We may also, but are not required to, transfer funds from any other Passport Accounts you have with us to the appropriate Account to cover the payment or withdrawal you have authorized. The "available balance" at any time equals the ledger balance minus any amount that is not available for withdrawal under our Funds Availability Policy or under other agreements we have with you. For example, if your ledger balance is $100, and you deposit a check image for $100 on day 1, your ledger balance on day 1 is now $200, but your available balance is still $100 until the funds become available under our Funds Availability Policy. If you do not have sufficient available funds for us to honor all transactions, the order of processing may affect which items we honor (if any) and which items we dishonor (if any). We process deposits and most credits before we post debits and other withdrawals that have been received for payment against your Account. Any fees we may charge are posted after all other transactions have been posted. We may change the processing order from time to time but will not use any order designed to increase the number of overdrafts. Even if we choose to approve a transaction that results in a negative Account balance, we are not obligated to cover any such transactions in the future. Also, even if we choose to use funds in other Passport Accounts you have with us to cover a transaction that would otherwise result in a negative Account balance, we are not obligated to do so in the future. If your Passport Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance or direct us to transfer funds from another Passport Account you have with us. If your Passport Account has a negative balance and you have other funds held by us, we reserve the right to exercise our right to set off. See Section 3.7 below for details. If your Passport Account has a negative balance for sixty (60)

calendar days or more, it will be closed. If you fail to pay the amount of any overdraft, we reserve the right to refer your overdrawn account to an attorney for collection, and you agree to pay all reasonable expenses, including, but not limited to, reasonable attorney's fees and court costs incurred by us as a result of your account being overdrawn.

3.4. **Check cashing**. We do not cash checks for you or checks written by you. There are no physical branches associated with this Account. Bank branches cannot be utilized for check cashing or servicing related to this Account.

3.5. **Virtual Card Payments**. If you own a Commercial Account, you may use a virtual commercial debit card issued by Sutton Bank, headquartered in Ashland, Ohio, through the Visa network (the "Virtual Card") to make payments to third parties. The use of Virtual Cards is subject to the Payment Services Terms and Conditions and the Cardholder Agreement accessible here. By using the Virtual Card, you agree that you will be bound by the terms of the Payment Services Terms and Conditions and the Cardholder Agreement.

3.6. **Payment of Fees**. Except as set forth below, any Fees and other amounts that are payable to us according to this Agreement are due able payable when the applicable statement is made available to you as set forth in Section 1.10 and will be deducted from your Passport Account as set forth in Section 3.1. Debit Card Fees and Faster Funding Fees (if applicable), however, are due and payable as soon as the Debit Card is used or an Instant Funding is made, respectively, and will be debited from your Commercial Account.

3.7. **Right of Setoff and Security Interest**. If your Passport Account balance becomes negative, or if your Passport Account has insufficient funds to cover the Transfer Service fees, any refunds, Chargebacks, Processing Fees, and other amounts payable by you to us pursuant to any agreement you have with us for any services involving the Passport Account, in addition to any other rights we have as set forth in this document, we can set off any unpaid balance of such amounts against the funds in your External Accounts. YOU HEREBY EXPRESSLY AUTHORIZE US TO ACH DEBIT YOUR EXTERNAL ACCOUNT FOR ANY UNPAID AMOUNT YOU OWE US WITHOUT ANY PRIOR NOTIFICATION. Moreover, we have the right to set-off any liability, direct or contingent, past, present or future that you owe against any External Account. We may take or set off funds in any or all of your Accounts with us for direct, indirect and acquired obligations that you owe us, to the extent permitted by law. We may use funds held in your Accounts to repay your obligations to us, including obligations on which you are secondarily liable and any amounts for which we become liable to any governmental agency or department or any company as a result of recurring payments credited to any of your Accounts after the dissolution, death, legal incapacity or other termination of the intended recipient of such funds. If you are a sole proprietor, we may charge any of your Consumer or Commercial Accounts. If the law imposes conditions or limits on our ability to take or set off funds in your Account, to the extent that you may do so by contract, you waive those conditions and limits and you authorize us to apply funds in any or all of your Accounts with us to obligations that you owe us. Some government payments may be protected from attachment, levy or other legal process under federal or state law. If such protections may apply, to the extent that you may do so by contract, you waive these protections and agree that we may take or set off funds, including federal and state benefit payments, from your Accounts to pay any obligations that you owe us. We may take or set off funds from your Account before we pay checks or other items drawn on the Account. We are not liable to you for dishonoring items where our action results in insufficient funds in your Account to pay your checks and other items. Our setoff rights are in addition to other rights we have under this Agreement to take or charge funds in your Account for obligations you owe us. This section does not limit or reduce our rights under applicable law to charge or set off funds in your accounts with us for direct, indirect and acquired obligations you owe us. Further, you grant us a lien on and security interest in the funds on deposit in your Passport Account as security for all of your liabilities and obligations to us, now or in the future.

3.8. **Concentration and Target Balance Accounts**. You may choose to designate one or more of your Accounts as a master deposit account (a "Concentration Account") and designate one or more other Accounts as target balance accounts with a predetermined target balance (each, a "Target Balance Account" or "TBA"). When checks drawn or payment instructions made (each an "Item" and collectively "Items") on a TBA are presented for payment, funds will be automatically transferred from the Concentration Account to the TBA to cover exactly the total amount of the Items. Deposits made to TBAs are automatically transferred to the Concentration Account. Each Business Day, we will transfer funds from the Concentration Account to each TBA or from each TBA to the Concentration Account, as appropriate, so that the ledger balance in each TBA at the close of business is the predetermined target amount. If there are not sufficient funds in the Concentration Account to cover a predetermined target amount on a TBA, transfers will only be made up to the amount of the funds available in the Concentration Account. You authorize us to execute the funds transfers to or from the designated TBA(s) and Concentration Account(s). We will keep the TBA open even if the predetermined target balance is zero. We shall not be required to make any transfer from the Concentration Account in excess of the funds therein, and in the event that there are not sufficient collected funds in the Concentration Account to make all of the transfers required, we may allocate the funds among your designated TBAs in our sole and absolute discretion. You shall maintain sufficient available balances in the Concentration Account to cover the amounts transferred by us. If the amount of funds available for transfer from the Concentration Account or the amount of funds available above the predetermined target amount in the TBA is not sufficient to pay all Items presented for payment on any given Business Day, we may return the Items for insufficient funds. You acknowledge that deposits to the Concentration Account(s) and/or TBA(s) may not be made available to you until the funds

in the deposit are collected, whether or not such funds are transferred to another deposit account in connection with other Transfer Services. We determine when funds deposited are made available. You may issue Items drawn on a TBA in excess of the balance in such Account, provided, however, that the aggregate amount of all such Items and other authorized debits to all of the TBA(s) do not exceed the available balance in the Concentration Account(s). In the event that the amount of such Items and debits exceed such balance, we may, at our sole and absolute discretion, return or refuse any such Item or debit, impose any fee and take any other action authorized under any of our agreements with you. If we elect to pay such check or debit and an overdraft results, you agree to repay the amount of the overdraft and any associated fee(s) to us at once.

4. GENERAL FUNDS AVAILABILITY.

4.1. Your Ability To Withdraw Funds

Our policy is to make funds from your direct deposits, incoming wire transfers, and ACH credit transfers available to you on the day we receive the deposit. Funds are "received" when they have been finally and actually collected by us and when we have received information from the payor regarding the Account and the amount to be credited with such funds. Once they are available, you can withdraw the funds in cash and we will use the funds to cover your transactions.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cut-off time for the type of deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our established cut-off time for the type of deposit or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

4.2. Faster Funding. If the Faster Funding function is made available on Passport, if you are a merchant and use your Passport Account as your merchant processing settlement account, for any credit and debit transactions authorized using Priority's MX™ gateway through the Passport application programming interface ("API"), the settlement funds for such credit and debit card transactions will be available in your Commercial Account upon authorization and sales capture (the "Faster Funds"). Once the Faster Funds are deposited in your Commercial Account, you may use the Faster Funds to make payments using the Bill Pay service (if available) or your debit card without any limitation. But if you want to transfer any Faster Funds to your external bank account ("Instant Funding"), you may only transfer up to $10,000 during the first twenty-four hours. The Instant Funding Fee set forth in the Fee Schedule will apply to such external transfer. The Faster Funds may be withdrawn from the Passport Account without any limitation after three (3) business days.

4.3. Longer Availability. Electronic transfers depositing into the Passport Account may take up to five (5) business days from the date of the initial request but will post on the payment date of the deposit once the money has reached us.

4.4. Availability of Mobile Deposits. Checks deposited through the RDC service are not subject to the funds availability requirements of Regulation CC. Checks deposited using the RDC service will generally be made available in your Passport Account no later than six (6) business days after the day you made the deposit unless a shorter period is required by law. In some cases and to the extent permitted by law, we may not make the funds available in accordance with the general policy for other reasons, including, but not limited to, if (i) we believe a deposited check will not be paid; (ii) you deposit one or more checks totaling $5,000 or more in one day; (iii) you redeposit a check that has been previously returned unpaid; (iv) your Passport Account had a negative balance anytime in the previous six (6) months; or (v) we experience an emergency, such as failure of communication or computer delays. The length of the delay will be counted in business days from the day of your deposit. We will notify you if we delay your availability to withdraw funds and we will tell you when the funds will be available for withdrawal no later than the seventh (7^{th}) business day after the day of your deposit. If your deposit is declined, we will email you the notice by the first business day after the day we receive your deposit. We reserve the right to change the limits on the amount(s) and/or number of deposits that you transmit using RDC and may modify these limits from time to time.

5. ELECTRONIC FUNDS TRANSFER DISCLOSURES.

5.1. Electronic Transfers via ACH. You may originate transfers to and from your Passport Account via ACH as provided in Section 3 of this Agreement. These requests must be made via the Passport Website. In the case of electronic transfer requests from an external bank account to your Passport Account, we will complete such requests only if the funds are being transferred from your linked External Account. ACH transactions are subject to Section 4 of the Payments Terms and Conditions set forth here. If you are a party to an ACH entry, you agree to be bound by such terms and conditions and the National Automated Clearing House Association ("NACHA") Operating Rules, the Rules or any local Automated Clearing House, and the Rules of any other system through which the entry is made. The credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry. We will not provide you with a notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you. We may accept on your behalf payments to your

Account which have been transmitted, that are not subject to the EFTA, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by federal law and the laws of the State of Georgia.

5.1.1. Next Day ACH. Cut-off Time. The cut-off time for scheduling a next day ACH transfer is 4:00 p.m. Eastern Time. Any next day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day. In some circumstances, transactions may be delayed for risk or compliance reasons.

5.1.2. Same Day ACH. Cut-off Time. The cut-off time for scheduling same day ACH transfers (if enabled for your Passport Account) is 9:00 a.m. Eastern Time. If enabled by Priority, the Same Day ACH means that the transfer will be performed within one (1) business day. Any same day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled as next business day ACH transfer. In some circumstances, transactions may be delayed for risk or compliance reasons.

5.2. Electronic Transfers Using Your Passport Account Number. If enabled by Priority, you may authorize a third party to transfer funds to and from your Passport Account by providing your account number and your routing number to such third party. Your account information should only be provided to trusted third parties authorized to initiate the electronic funds transfers. This function, even if enabled, may not be available for all Account types.

5.3. Debit Cards and ATM Services. If enabled for your Passport Account, you may obtain a debit card linked to your Passport Account that can be used for purchases on points of sales and/or withdrawals at ATMs. The use of your debit card to initiate electronic transfers is subject to the term and conditions of the applicable Cardholder Agreement. By using the debit card, you agree that you will be bound by the terms of the Cardholder Agreement. This function, even if enabled, may not be available for all Account types.

5.4. Types of Electronic Transfers Available.

5.4.1. You may arrange with another party to electronically deposit funds on a one-time or recurring basis directly to your Passport Account.

5.4.2. You may arrange with another party to make one-time or recurring charges to your Passport Account to make payments.

5.4.3. To make payments from your Passport Account, you may provide payment instructions to Priority through a secured API provided by Priority, by direct input onto Passport, or by another secured method provided by Priority.

5.5. Limitations on Transfers, Amounts and Frequency. Your right to make electronic funds transfers is subject to the limits established in Section 3 of this Agreement and in the applicable Rate Sheet.

5.6. Right to Receive Documentation of Electronic Funds Transfers. Your electronic funds transfers will be reflected on the statements that will be delivered to you through the Passport Website, as described in Section 1.10. You can also contact Priority as provided in Section 6.10 to obtain information about any particular direct deposit or transfer.

5.7. Right to Stop Payment of One-Time Transfers and Procedures. For one-time ACH transfers scheduled via the Passport Website, you may stop or cancel that transfer by following the procedures set forth here.

5.7.1. To stop a one-time ACH transfer you initiated via the Passport Website, use the Passport Website to cancel such payment. If you are unable to cancel or stop the payment via the Passport Website, please contact Priority as provided in Section 6.10 to request cancellation of the transfer.

5.7.2. If you contact us either verbally or in writing, we will stop the payment as long as we have a reasonable opportunity to do so. You must specify the name of the payee, the dollar amount of the payment and the date of the payment. If you give us incorrect or insufficient information, we will not be liable for failing to stop payment on the item or authorization. If we honor such a stop payment request, we do so without any liability or responsibility to any party having any interest in the entry. The stop order will remain in effect until either you revoke it or the ACH is returned.

5.7.3. We may require you to provide us written confirmation of a verbal stop order request against an ACH within fourteen (14) calendar days. We will tell you about this requirement at the time of a verbal request and provide an address to which the written confirmation can be sent. If the written stop payment notification is not received within fourteen (14) days of a verbal stop order request, the payment in question may be honored as originally authorized. In such cases, we will not be liable if we do not refuse payment.

5.8. Right to Stop Payment of Preauthorized Transfers and Procedures. If you have scheduled a recurring ACH transfer via the Passport Website, you may stop or cancel that transfer by following the procedures set forth here.

5.8.1. To stop a preauthorized ACH transfer you initiated via the Passport Website, use the Passport Website to cancel such payment. If you are unable to cancel or stop the payment via the Passport Website, please contact Priority as provided in Section 6.10 to request cancellation of the transfer.

5.8.2. To stop a recurring transfer that you have authorized a third party to debit, you may contact that third party to request the cancellation of the recurring payment. For Commercial Accounts, if the third party is unable or unwilling to stop the transfer, please contact Priority as provided in Section 6.10 to request a stop on the payment. For Consumer Accounts, you may contact us regardless of whether the third-party is unable or unwilling to stop the transfer.

5.8.3. If you wish to stop a recurring transfer, your request to stop the transfer must be received at least three (3) business days before the transfer is scheduled to occur. You should specify whether you wish to stop one recurring payment or all recurring payments. You must specify the name of the payee, the dollar amount of the payment and the date of the payment. If you give us incorrect or insufficient information, we will not be liable for failing to stop payment on the item or authorization. We will be liable for your direct losses or damages if you requested the stop payment at least three (3) business days before the transfer was scheduled to occur and we did not stop the payment. If we honor such a stop payment request, we do so without any liability or responsibility to any party having any interest in the entry. A stop payment order against an ACH transfer is effective until the earlier of the time: (i) you withdraw the stop payment order, or (ii) the debit entry is returned, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. A stop payment order may lapse six (6) months from the date the stop payment order was requested. In some circumstances the stop payment order may remain in effect longer than six months.

5.8.4. We may require you to provide us written confirmation of a verbal stop order request against an ACH within fourteen (14) calendar days. Additionally, if you request us to stop all future payments pursuant to a specific ACH authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization. If the written stop payment notification is not received within fourteen (14) days of a verbal stop order request, the payment in question may be honored as originally authorized and future payments may not be permanently stopped. In such cases, we will not be liable if we do not refuse payment.

5.9. Commercial Accounts Only: Your Liability for Unauthorized Transfers. Commercial Passport Accounts do not provide consumer protections for unauthorized transactions or unauthorized access to your Passport Account, including by way of lost or stolen Passport Account numbers. **Until an Account Owner, an Authorized Signer, or an Authorized User reports a Passport Account number as lost or stolen or reports an unauthorized transaction, Account Owner is fully responsible for all transactions**. Contact customer service IMMEDIATELY if an Authorized Signer or Authorized User believes: (a) a Passport Account number has been lost or stolen, (b) someone has gained unauthorized access to any information to access the Passport Account, or (c) someone has transferred or may transfer funds from the Passport Account without an Authorized Signer's permission. Reporting a lost/stolen Passport Account number or unauthorized transactions by contacting Priority as provided in Section 6.10 or by logging into the Passport Website is the best way to minimize possible losses. Account Owner are responsible for all unauthorized transactions initiated and fees incurred from the unauthorized use of the Passport Account. Failure to promptly notify us could result in the Account Owner losing ALL of the money in the Passport Account.

5.9.1. You are responsible for all transactions initiated and fees incurred by any use of the Commercial Passport Account. If an Authorized Signer permits another person to have access to Passport Account, we will treat this as if Authorized Signer has authorized such person to use the Passport Account, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. You will further be responsible for any transactions made and any fees incurred by the Authorized Signer even if the Authorized Signer exceeds the scope of the authority granted to such Authorized Signer by you. If you want to withdraw permission for an Authorized Signer to use the Passport Account, then transactions made with the Passport Account will be considered unauthorized only after you notify us that the person is no longer authorized to use the Passport Account.

5.10. Errors and Disputes. If you think your statement is wrong or if you need more information about a transaction listed on it, please contact Priority as provided in Section 6.10. In making such communication, you need to tell us: (i) your name and the Passport Account number; (ii) why you believe there is an error or why you need more information and the dollar amount involved; and (iii) approximately when the error took place. To the extent permitted by law, the periodic statement will be considered correct for all purposes unless you contact customer service in writing or by phone as provided in Section 6.10 within certain time limits after the statement is made available to you.

5.10.1. **For Commercial Accounts**, we will review the information submitted in a commercially reasonable manner, but you are not entitled to and we are not obligated to follow the requirements or obligations of the Electronic Funds Transfer Act and Regulation E promulgated thereunder, which only apply to consumer transfers.

5.10.2. **For Consumer Accounts**, contact us as provided in Section 6.10 as soon as you can, if you think your statement or receipt for any electronic transfers is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error resolution process, contact customer service as provided in Section 6.10.

5.10.3. **If the error involves an electronic fund transfer for a Consumer Account**: Tell us AT ONCE if you believe any debit card associated with the Account has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within 2 business days after you learn of the loss or theft of your card, you can lose no more than $50 if someone used your card without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card has been lost or stolen, contact us using the information provided in Section 6.10.

5.11. Our Liability for Failure to Complete Transactions. If we do not complete a transfer to or from your Passport Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. In addition to other exceptions stated in this Agreement or as provided by laws, we will not be liable, for instance, if:

(i) through no fault of ours, you do not have enough money in your Account to make the transfer;

(ii) the ATM or device does not have enough cash or is not working properly;

(iii) circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;

(iv) for Commercial Accounts, the merchant requests authorization for an amount greater than the purchase amount;

(v) access to your Passport Account or linked account has been blocked after you reported your Passport Account number or linked account number lost or stolen;

(vi) we have reason to believe the requested transaction is unauthorized; or

(vii) we have received unclear, incomplete or inaccurate payment instruction or information from you or the third-party payor or payee.

Also, we are not liable for the failure to complete a transaction on a Commercial Account if we send you notice that the transaction was not completed.

5.12. Special Provisions for Merchants; Authorization. If you are a merchant of Priority, you may elect to use your Passport Account as your settlement account by checking the appropriate box in your application in the account opening process or on your Account portal. By electing to use your Passport Account as your settlement account, you authorize us to initiate debit and credit entries and adjustments, as well as any entries in error, to such Passport Account. This authorization will stay in effect until the earlier of (i) your written notice to Priority that you are changing the settlement account pursuant to your Merchant Agreement; or (ii) your Merchant Agreement has terminated, and all monies due under such Merchant Agreement have been paid in full.

6. GENERAL RULES GOVERNING THE ACCOUNT.

6.1. Assignment. Transfer. Non-Waiver. Applicable law. The Passport Account and your obligations under this Agreement may not be assigned. You may not pledge the Account or any Account funds, and any such pledge remains subject to any right we have under this Agreement, other agreements with you and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee. We may transfer our rights under this Agreement. Use of the Passport Account is subject to applicable Federal laws and the laws of the State of Georgia, and all applicable rules and customs of any clearinghouse or other association governing your Passport Account or any transactions. If you or we excuse each other from complying with any part of this Agreement, this will not waive compliance by the excused party on any other occasion, notwithstanding the number of previous excusals or their duration. A party may not rely justifiably upon another's past forbearance to vary present or future rights, obligations or performance under this Agreement. If any provision of this Agreement (except the Arbitration Agreement in Section 16.12 below) is determined to be invalid, illegal or unenforceable for any reason, that provision shall not invalidate or render unenforceable any other provision of this Agreement. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

6.2. Legal Action Affecting Passport Accounts. If we are served with a subpoena, government agency request for information, restraining order, writ of attachment or execution, levy, garnishment, search warrant, forfeiture or similar order or legal process relating to your Passport Account (termed "legal action" in this section) we may act upon such legal action if we reasonably believe that it is binding, with no liability to you for doing so. You may have rights to contest such action on your own behalf under the applicable law. If you and/or your Account become involved in any legal action, your use of the Account may be restricted. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal action, we may place a hold on, remove from your Account and/or remit to the designated third party or parties any amount on deposit in your Account as set forth in and required by such legal action, subject to our right of setoff. In addition, if any third party claims any right to the funds in your Account, or you and we dispute our respective right to the funds in your Account, we may institute an appropriate interpleader action in any federal or state court located in Fulton County, Georgia, to determine the rights of the parties involved with regard to such funds. In such event, the funds in dispute will be deposited with the court, and we shall be relieved of and discharged from any and all obligations and liabilities under and pursuant to this Agreement with respect to such funds. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Passport Account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Passport Account. Unless expressly prohibited by law, we will charge your Passport Account a fee for each legal action received as set forth in the Fee Schedule, regardless of whether the legal action is subsequently revoked, vacated or released. If the legal action directs us to release information about one or more, but not all, Accounts that are reported on a combined statement, we may release the entire combined statement, even though other Accounts reported on the combined statement are not covered by the legal action. If the legal action requests information about one or more, but not all, Account Owners or Authorized Signers, we may release information about all Account Owners or Authorized Signers on the Account, even though the Account Owner or some of the Authorized Signers are not covered by the legal action.

6.3. Abandoned or Inactive Accounts. Georgia has unclaimed property laws that govern when accounts are considered abandoned. Your Passport Account is usually considered abandoned if you have not made a deposit or withdrawal, or signed in to your online Passport Account, for five years. We are required by the unclaimed property laws to turn over accounts considered abandoned to the applicable state. Before we turn over an abandoned account, we may send a notice to you by email or the address we show for the account statement. Unless prohibited by law, we may charge to your Passport Account our costs and expenses of any notice, payment and turnover of the remaining balance of your Passport Account to the applicable state. Georgia laws will apply to unclaimed or abandoned property related to the Passport Account.

6.4. FDIC Insurance. Priority is a financial technology company, not an FDIC-insured bank. FDIC insurance only covers the failure of an FDIC-insured bank. FDIC insurance up to $250,000 is available on customer funds through pass-through insurance at Bank, Member FDIC where we have a direct relationship for the placement of deposits and into which customer funds are deposited, but only if certain conditions have been met. There may be a risk that FDIC insurance is not available

because conditions have not been satisfied. In such cases, funds may not be fully insured in the event the insured depository institution where the funds have been deposited were to fail.

6.5. Account Owner Representations and Warranties. By requesting, activating or using a Passport Account or by retaining, using or authorizing the use of the Passport Account, you, as the Account Owner, represent and warrant to us that:

6.5.1. Account Owner has received a copy of this Agreement and agrees to be bound by and to comply with them and understands that they are subject to change in accordance with applicable law.

6.5.2. For Commercial Accounts, (a) Account Owner is duly organized, validly existing and in good standing under the laws of the state in the United States of its formation; (b) Account Owner is duly qualified and in good standing to do business in all jurisdictions where Account Owner conducts its business; (c) the individual accepting and agreeing to this Agreement for Account Owner has the requisite corporate authority to accept and agree to this Agreement on the Account Owner's behalf and to bind Account Owner in accordance with the terms of this Agreement; (d) each Authorized Signer designated by an Account Owner is a citizen or permanent resident of the United States and is at least 18 years of age (or older if residing in a state where the majority age is older); (e) Each Authorized Signer is authorized to accept and use the Passport Account; (f) Account Owner has provided each Authorized Signer with a copy of this Agreement and each Authorized Signer accepts and agrees to be bound by and to comply with this Agreement; and (g) the Passport Account will only be used for business purposes and not be used for personal, family or household purposes.

6.5.3. Account Owner has all necessary organizational power and authority or legal capacity, as applicable, to establish the Passport Account, enter into this Agreement, and to perform all of the obligations to be performed by it under this Agreement.

6.5.4. The personal and, for Commercial Accounts, business information that Account Owner provides to us in connection with the Passport Account is true, correct and complete.

6.6. Standard of Care. Limitation of Liability. Our liability for losses you incur in connection with your Passport Account is limited to actual damages proved that are proximately caused by our failure to exercise ordinary care. Nevertheless, if we make an error in your favor by excessively crediting or insufficiently debiting your account for any reason, including, without limitation, to the giving of cash or credit in excess of a corresponding account debit, you agree that you immediately owe us the amount in error, whether you relied on the error or not. YOU AGREE TO WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PUNITIVE AND EXEMPLARY DAMAGES AND FURTHER AGREE TO BE SUBJECT TO ALL PARTS OF THE ARBITRATION PROVISION IN SECTION 6.12. Damages for any breach of this Agreement are limited to those that are direct when permitted by law and lie in contract, and will exclude indirect and consequential damages. Also excluded are damages in tort, including but not limited to those for emotional distress, unless caused by a willful and malicious act, which in the case of the unauthorized disclosure of private or confidential information must also be defamatory. In return, we also waive our same rights in any such action, cross-action or claims in arbitration we may file against you. We will have no liability for acting on instructions from you accepted or interpreted by us in good faith according to the terms of this Agreement, declining to act on instructions whose authenticity or accuracy cannot be verified to our satisfaction, or not acting on instructions not actually received. Nothing in this Section should be construed to limit our liability to the extent it conflicts with any applicable law.

6.6.1. Except as required by applicable law, we will have no liability to you if we are unable to complete a transaction for any reason beyond our control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, any affiliates, and the parties with whom we and our affiliates contract in order to offer your Passport Account and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to your Passport Account, any products or services purchased using the Passport Account, or this Agreement (as well as any related or prior agreement you may have had with us).

6.6.2. By accepting this Agreement, you acknowledge that neither Bank nor Priority will be liable for taking action for the purpose of compliance with any applicable law or regulation.

6.7. Indemnification. To the extent permitted by law, you shall indemnify and defend us, Bank and our respective officers, directors, employees, agents, and representatives, and hold each of them harmless, against suit, judgment, asserted claim, demand, excise taxes, claims, liabilities or losses, including fees of counsel, interest and other expenses, arising directly or indirectly from your breach of your obligations under this Agreement or those arising from the instructions or actions of you or of third parties whom you have permitted to direct, manage, view or otherwise act or omit to act in connection with your Passport Account. If we, Bank, and our respective officers, directors, employees, agents or representatives are entitled to indemnification against a claim under this Agreement, we shall give you prompt notice of the claim and any further pleadings, communication or other information connected with it. You shall defend us, Bank, and our respective officers, directors, employees, agents, and representatives, or pay for the cost of its defense, as we, Bank, or our respective officers, directors,

employees, agents or representatives shall elect. The parties shall cooperate for the cost-effective defense of the claim, and us, Bank and our respective officers, directors, employees, agents and representatives shall not settle any claim for which indemnification is demanded without your consent.

6.8. No Warranty of Availability or Uninterrupted Use. From time to time, services related to the Passport Website or the Passport Account may be inoperative. When this happens, you may be unable to access the Passport Website, and you may be unable to use the Passport Account or obtain information about the Passport Account. Please notify us if you have any problems using the Passport Account or Passport Website. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

6.9. Amendment. Except as otherwise required by applicable law, we may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on the Passport Website, and any such amendment will be effective upon such posting to the website. You will be notified of any amendment(s) in the manner provided by applicable law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, we may implement it without prior notice.

6.10. Customer Service. For customer service or additional information regarding your Passport Account, please contact Priority at:

Phone: +1(800-475-0811)

Email: support@prioritypassport.com

Mailing address:

Priority Technology Holdings, Inc.
2001 Westside Parkway
Suite 155
Alpharetta, GA 30004
Attn: Customer Services

Customer Service agents are available to answer your calls at the following hours:

Eastern Time: Monday through Friday: 7:00 AM – 7:00 PM.

6.11. Returned/Unclaimed Mail or Account Information. Unless otherwise prohibited by applicable law, this subsection applies if one or more Account-related documents are returned, or in the case of online statement email notifications, the email notice is returned undeliverable. We may discontinue sending Account-related information to you until you provide a valid postal or electronic address to us. Additionally, we may: (1) destroy Account-related information that is sent to you and returned to us as undeliverable; and (2) hold the Account-related information for your Account until you contact us. If we hold Account-related information for you and it remains unclaimed for 60 days, we may send the Account-related information to the address reflected in our records for your Account or destroy it.

6.12. CONSUMER ACCOUNT ARBITRATION AGREEMENT.

This Section 6.12 (the "Arbitration Agreement") applies to Consumer Accounts. If your Account is a Consumer Account, this Arbitration Agreement is legally binding on you and us. We have put this Arbitration Agreement in question and answer form to make it easier to understand.

Background and Scope.

Question	Short Answer	Further Detail
What is arbitration?	An alternative to a court case.	In arbitration, a neutral third party (a "**Neutral**") resolves Claims in a hearing without a jury.
Is it different from court and jury trials?	Yes.	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.

Question	Short Answer	Further Detail
Can you opt out of this Arbitration Agreement?	Yes, within 60 days.	If you do not want this Arbitration Agreement to apply, you must send us a signed notice within 60 calendar days after the date you become subject to this Arbitration Agreement. You must send the notice in writing to legaldepartment@prth.com or 2001 Westside Parkway, Suite 155, Alpharetta, GA 30004 (or any subsequent address we provide to you) (the "**Notice Address**"), Attn. Legal Department. Provide your name, address and date. State that you "opt out" of the Arbitration Agreement.
What is this Arbitration Agreement about?	The parties' agreement to arbitrate Claims.	Unless prohibited by applicable law and unless you opt out, you and we agree that any party may elect to arbitrate or require arbitration of any "**Claim**" (as defined below).
Who does the Arbitration Agreement cover?	You, us, and certain related parties.	This Arbitration Agreement governs you (as the Account Owner of a Consumer Account) and us. Solely as used in this Arbitration Agreement, the words "we," "us" and "our" mean: (1) Priority, Bank (as defined in your Passport Account Agreement), and Sutton Bank (as defined in your Cardholder Agreement); (2) their parent companies, subsidiaries, affiliates, assignees and successors; (3) the employees, directors, officers, shareholders, members and representatives of the companies referenced in items (1) and (2); and (4) any person or company that is named in a Claim you pursue at the same time you pursue a related Claim against any company or person referenced in items (1)-(3).
What Claims does the Arbitration Agreement cover?	All Claims (except certain Claims about this Arbitration Agreement).	This Arbitration Agreement governs all "**Claims**" that would usually be decided in court and are between us and you. In this Arbitration Agreement, the word "**Claims**" has the broadest reasonable meaning. It includes contract and tort claims (including fraud and intentional tort claims) and claims under constitutions, statutes, ordinances, rules and regulations. It includes all claims directly and indirectly related to your Passport Account, Passport Account Agreement, Cardholder Agreement, the Passport Website, any services we provide to you, and our relationship with you. It includes claims related to marketing, collections, privacy and customer information. **However, it does not include disputes about the validity, coverage or scope of this Arbitration Agreement or any part of this Arbitration Agreement. All such disputes are for a court and not the Neutral to decide.**

Process. Arbitration Fees and Awards.

Question	Short Answer	Further Detail
Who administers the arbitration? What rules apply?	Usually, the AAA administers arbitrations under its rules.	Arbitrations will be conducted under this Arbitration Agreement. Except for some group arbitrations ("**Group Arbitrations**") of common issues of law or fact ("**Common Issues**") conducted without an arbitration administrator, as described below, arbitrations will also be subject to the rules of the arbitration administrator in effect at the time the arbitration is commenced. However, arbitration rules that conflict with this Arbitration Agreement do not apply. The arbitration administrator (if any) will be either: (1) the American Arbitration Association ("**AAA**"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; or (2) any other company picked by agreement of the parties. If both of the above options are unavailable, a court will pick the administrator (if any). **No arbitration brought on a class basis may be administered or conducted without our consent by any administrator or Neutral that would permit class or representative arbitration under this Arbitration Agreement.** The Neutral will be selected under the rules of the administrator (if any). However, the Neutral must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.

Question	Short Answer	Further Detail
		We may waive any rights under this Arbitration Agreement, either on our own or at your request.
Can Claims be brought in court?	Sometimes.	Any party may bring a lawsuit if no other party demands arbitration. Also, either you or we may require that any individual Claim within the jurisdiction of a small claims court shall be resolved by such small claims court. However, any party may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes.	**For Claims subject to this Arbitration Agreement, you give up your right to:** **1. Have juries decide Claims.** **2. Have courts, other than small-claims courts, decide Claims.** **3. Serve as a private attorney general or in a representative capacity (provided that public injunction Claims may be litigated as provided under the caption "What happens if part of this Arbitration Agreement cannot be enforced?").** **4. Without our consent (and except for Group Arbitrations described below), join a Claim you have with a claim by other consumers.** **5. Bring or be a class member in a class action or class arbitration.** **We also agree to these limits.**
Can you or another consumer start class arbitration?	No.	**The Neutral is <u>not</u> allowed to handle any Claim on a class or representative basis.** This Arbitration Agreement will be void if a court rules that the Neutral can decide a Claim on a class or representative basis and the court's ruling is not reversed on appeal.
What happens if part of this Arbitration Agreement cannot be enforced?	It depends.	If any portion of this Arbitration Agreement cannot be enforced, the rest of this Arbitration Agreement will continue to apply, except that: (1) If a court rules that the Neutral can decide a Claim on a class or other representative basis and the court's ruling is not reversed on appeal, only this sentence will apply and the remainder of this Arbitration Agreement will be void; and (2) If you bring a Claim seeking public injunctive relief and a court determines that the restrictions in this Arbitration Agreement prohibiting the Neutral from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case, the parties agree to request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. **In no event will a Claim for class relief or public injunctive relief be arbitrated, either individually or in a Group Arbitration.**
In sum, what options do I have in order to assert Claims against you?	Subject to limited exceptions, most Claims are subject to arbitration.	All Claims subject to this Arbitration Agreement must be decided in: (1) an individual arbitration; (2) a Group Arbitration of Common Issues; (3) a lawsuit if (and only if) the defendant does not demand arbitration; (4) an individual action in small-claims court; or (5) a lawsuit that solely addresses a Claim for public injunctive relief, but only as provided under the caption "What happens if part of this Arbitration Agreement cannot be enforced?"

Question	Short Answer	Further Detail
What law applies?	The Federal Arbitration Act ("FAA").	The Passport Account, Passport Account Agreement, Cardholder Agreement, Passport Website, services we provide, and this Arbitration Agreement involve interstate commerce. Thus, the FAA governs this Arbitration Agreement. The Neutral must apply substantive law and comply with the FAA. The Neutral must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Arbitration Agreement ineffective?	No.	This Arbitration Agreement stays in force even if you: (1) close your Passport Account, surrender your Consumer Card, and/or terminate the Passport Account Agreement or Cardholder Agreement; (2) or go into or through bankruptcy.
What must a party do before starting a lawsuit or arbitration?	Send a written Claim Notice and work to resolve the Claim.	Before starting a lawsuit or arbitration, the complaining party (the "**Claimant**") must give the other party or parties (the "**Respondent**") written notice of the Claim (a "**Claim Notice**"). The Claim Notice must explain in reasonable detail the nature of the Claim, any supporting facts and the requested relief. If you are the Claimant, you must send the Claim Notice in writing (and not electronically) to the Respondent, c/o Priority Technology Holdings, Inc. at the Notice Address, Attn. Legal Department. You or an attorney you have personally hired must sign the Claim Notice and must provide your full name and a phone number where you (or your attorney) can be reached. A collections letter from us to you will serve as a Claim Notice. Once a Claim Notice is sent, the Claimant must give the Respondent a reasonable opportunity over the next 30 days to resolve the Claim on an individual basis.
How does arbitration start?	Per the administrator's rules.	If the parties do not reach an agreement to resolve a Claim within 30 days after notice of the Claim is received, the Claimant may commence a lawsuit or arbitration, subject to the terms of this Arbitration Agreement. To start arbitration, the Claimant must follow the administrator's rules. If a Claimant begins or threatens a lawsuit, the Respondent can demand arbitration. This demand can be made in court papers. It can be made if a Claimant begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit may be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes.	The Neutral may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited.	Appeal rights under the FAA are very limited. Except for: (1) FAA appeal rights; (2) Claims involving more than $50,000 (including Claims involving requests for injunctive relief that could cost more than $50,000); and (3) Claims involving Common Issues resolved in a Group Arbitration, the Neutral's award will be final and binding. For Claims involving more than $50,000 and Claims involving Common Issues resolved in a Group Arbitration, any party (including a majority of the Claimants in a Group Arbitration) may appeal the award to a three-Neutral panel selected in accordance with this Arbitration Agreement, which will reconsider from the start anything in the initial award that is appealed. The panel's decision will be final and binding, except for any FAA appeal right. Any appropriate court may enter judgment upon the Neutral's award.
Do arbitration awards affect other disputes?	No.	You and we agree that no arbitration involving you will have any effect on issues or claims in a dispute we have with anyone who is not a party to such arbitration (including the parties in a Group Arbitration that does not involve you), nor will an arbitration award in disputes that do not involve you have any impact in an individual arbitration or Group Arbitration involving you.
Who bears arbitration fees?	Usually, we do.	Except for Group Arbitrations, we will agree to pay all filing, administrative, hearing and Neutral fees if you act in good faith, cannot get a waiver of such fees and ask us to pay. We will always pay these amounts if required under applicable

Question	Short Answer	Further Detail
		law or the administrator's rules or if payment is required to enforce this Arbitration Agreement.
When will we cover your legal fees and costs?	Usually, if you win.	If you win an arbitration you initiate (meaning you recover more than we offered before the arbitration), we will pay your reasonable fees and costs for attorneys, experts and witnesses. We will always pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Agreement. The Neutral shall not limit his or her award of these amounts because your Claim is for a small amount. Despite the foregoing, unless required by law or to enforce this Arbitration Agreement, the Neutral is not required to award any fees and costs for your attorneys, experts and witnesses that are incurred by you with respect to a Claim after the time we make a written offer to resolve such Claim for relief in excess of the relief ultimately awarded by the Neutral.
Will you ever owe us for arbitration or attorneys' fees?	Generally, only for bad faith or breaches of this Arbitration Agreement.	The Neutral can require you to pay our fees if: (1) the Neutral finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Agreement invalid. Also, you may be liable for certain arbitration fees in a Group Arbitration, as provided below. Finally, you may be responsible for some or all of our legal fees resulting from a bad faith breach of this Arbitration Agreement, if a court or arbitrator determines that assessing such fees to be warranted under the circumstances and the power to assess such fees does not make this Arbitration Agreement invalid.
Can a failure to resolve a Claim informally result in a larger recovery for you?	Yes, except in Group Arbitrations.	Except for Claims resolved in or after a Group Arbitration, you are entitled to an arbitration award of at least $7,500 if: (1) you give us notice of a Claim on your own behalf (and not on behalf of any other party) and comply with all of the requirements of this Arbitration Agreement (including the requirements described in response to the question reading "What must a party do before starting a lawsuit or arbitration?"); and (2) the Neutral awards you money damages greater than the last amount you requested at least ten days before the arbitration commenced. This is in addition to any attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. This $7,500 minimum award is a single award that applies to all Claims you have raised or could have raised in the arbitration. Multiple awards of $7,500 are not contemplated by this Arbitration Agreement. Settlement demands and offers are strictly confidential. They may not be used in any proceeding by any party except to justify a minimum recovery of $7,500.
Can an award be explained?	Yes.	A party may request details from the Neutral, within 14 days of the ruling. Upon such request, the Neutral will explain the ruling in writing.
Can you arbitrate or can we require arbitration of Common Issues in a Group Arbitration?	Sometimes.	It is possible that many Claimants will pursue or threaten Claims against us involving Common Issues. Depending upon the circumstances, this may make individual arbitrations impractical or unduly costly. The Group Arbitration provisions of this Arbitration Agreement are designed to address this problem. Any group of 50-250 Claimants who have given Claim Notices that involve Common Issues and are not already participating in individual arbitrations under this Arbitration Agreement may form a "**Qualifying Group**" to participate jointly in a Group Arbitration, provided that no Claimant who is already a member of a Qualifying Group may join a different Qualifying Group. Also, we may form a Qualifying Group of 50-250 such Claimants, provided that no Claimant who is already a member of a Qualifying Group may be included in a different Qualifying Group. The Qualifying Group for a Group Arbitration shall be deemed to be formed upon delivery of notice from such Qualifying Group to us or from us to the members of such Qualifying Group or their counsel (a "**Group Arbitration**

Question	Short Answer	Further Detail
		Notice"). All rights and duties of a Qualifying Group under this Arbitration Agreement will be exercised or performed by a majority of the members of the Qualifying Group (a "**Group Majority**") or a Qualifying Group representative appointed by a Group Majority (a "**Group Agent**"). In the event a new Claimant asserts a Claim that involves a Common Issue that is being addressed in an existing Group Arbitration, either we, a Group Majority or a Group Agent may require the new Claimant to participate in the existing Group Arbitration, so long as the Claimants in such Group Arbitration will remain a Qualifying Group. Different Qualifying Groups may bring separate Group Arbitrations to resolve the same or different Common Issues (for example, if there are more than 250 Claimants with Common Issues) but no Claimant may participate in an arbitration of the same Common Issue in more than one Qualifying Group. A different Neutral must be appointed for each Group Arbitration, and no single Neutral may hear more than one Group Arbitration of the same Common Issues. Claims on a class basis or Claims for public injunctions may not be heard or decided in Group Arbitrations. Upon formation of a Qualifying Group, all Common Issues affecting such Qualifying Group shall be resolved by Group Arbitration under this Arbitration Agreement. Before commencement of a Group Arbitration for such Qualifying Group, the AAA shall be consulted about the fees and charges (or fee schedule) it will impose for such Group Arbitration, including Neutral charges. For 15 days after receiving final fee and charge information from the AAA, either we or the Qualifying Group may elect for the Group Arbitration to be conducted without assistance of the AAA, in accordance with the provisions set forth under the caption "What happens if a party wishes a Group Arbitration to be conducted without an administrator?"
Who bears arbitration costs in Group Arbitrations?	Usually, arbitration costs will be shared 50/50 by us and the Qualified Group.	In a Group Arbitration, fees and charges of the arbitration administrator (if any) and Neutral will normally be shared 50/50 by us and the Qualified Group. However, we will bear some or all of the Qualifying Group's share of such fees and charges to the extent: (1) required by law; (2) required to enforce this Arbitration Agreement; and/or (3) awarded by the Neutral in the Neutral's discretion.
What happens if you are a Claimant in a Qualifying Group but have a Claim that cannot be resolved in a Group Arbitration?	The Claim can be resolved in a lawsuit or an arbitration under this Arbitration Agreement.	After a Group Arbitration, any Claim that cannot be resolved in the Group Arbitration will be subject to this Arbitration Agreement. Before initiating a lawsuit or arbitration with respect to such Claim, the Claimant must give the Respondent a new Claim Notice and right to resolve such Claim, as described under the caption "What must a party do before starting a lawsuit or arbitration?"
What happens if a party wishes a Group Arbitration to be conducted without an administrator?	Special rules will apply.	If either we or a Qualifying Group give timely notice of a desire for the Group Arbitration to be conducted without AAA, we and the Qualifying Group shall try to agree upon a Neutral to conduct the Group Arbitration. If we and the Qualifying Group do not reach agreement upon a Neutral within 30 days after the date of the notice referenced above, we or a Group Majority may petition a court with jurisdiction for appointment of a Neutral. The court shall give due regard to the qualifications of the Neutral and the fees charged by the Neutral. Neutral fees exceeding the Neutral fees paid by the AAA in its consumer arbitrations are disfavored. A court-appointed Neutral must be a lawyer with at least ten years of experience or a retired federal or state judge unless we and the Qualifying Group otherwise agree. Once a Neutral has been selected and retained, such Neutral will commence and conduct the Group Arbitration in accordance with this Arbitration Agreement and, to the extent not inconsistent with this Arbitration Agreement: (a) Rules R-2, R-7

Question	Short Answer	Further Detail
		through R-9, R-14 and R-18 through R-54 of the AAA's Consumer Arbitration Rules, Amended and Effective September 1, 2014 (even if subsequently revised), *available online* at adr.org/consumer or available from us (the "**Governing Rules**"); and (b) such additional procedures as the Neutral shall adopt. However: (i) The AAA shall have no role in the arbitration and no filings with or notices to the AAA shall be required. Such filings will be made with the Neutral or not at all, as the circumstances shall dictate. (ii) Subject to subsection (i), any reference to the AAA in the Governing Rules shall be deemed to refer instead to the Neutral or, if a function delegated to the AAA under the Governing Rules cannot reasonably be performed by the Neutral, whether by virtue of a conflict of interest or otherwise, by a court with jurisdiction. Any objection to the Neutral under R-19 shall be decided by a court with jurisdiction. (iii) No administrative fees under R-4 shall be payable. (iv) Despite R-29, an in-person or telephonic hearing shall be held upon agreement of the parties or for good cause shown. (v) Despite R-33, the Neutral may allow the filing of a dispositive motion without prejudging the likelihood of success. (vi) Despite R-40 and R-42, the Neutral may extend the applicable time limits in unusual and extreme circumstances. (vii) R-43(c) shall not apply. The Costs of Arbitration and fee sections of the Governing Rules shall not apply, provided that the Arbitrator Compensation terms shall be used as guidelines.

6.13. FOR COMMERCIAL CARDS ONLY: Dispute Resolution.

6.13.1. Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: (i) this Agreement; (ii) the Account or Cards; (iii) your acquisition of the Account or Cards; (iv) your use of the Account or Cards; (v) the amount of available funds in the Account; (vi) advertisements, promotions or oral or written statements related to the Account or Cards, as well as goods or services purchased with the Account or Cards; (vii) the benefits and services related to the Account or Cards; or (viii) transactions made using the Account or Cards, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its commercial Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). The arbitration shall occur in Fulton County, Georgia.

6.13.2. ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

6.13.3. For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org.

6.13.4. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

6.13.5. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

6.13.6. This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or

entity; or iv) closing of the Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

6.13.7. IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, EMAIL US AT support@prioritypassport.com TO CLOSE THE CARD ACCOUNT AND REQUEST A REFUND, IF APPLICABLE. YOU MUST DO SO WITHIN 30 DAYS OF OBTAINING A CARD OR USING THE ACCOUNT OR THIS ARBITRATION AGREEMENT WILL BE BINDING.

6.14. Governing Law. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Georgia. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations and rules. You agree that if there is any inconsistency between the terms of this Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent any such law, regulation or rule may be modified by agreement.

6.15. Termination. We and you may each terminate this relationship unilaterally at any time upon notice. To close your Passport Account and terminate this Agreement, please contact us as provided in Section 6.10. Cancellation of this Agreement will not affect any of your or our rights or obligations arising under this Agreement prior to cancellation.

6.15.1. You understand and acknowledge that even after executing this Agreement and opening a Passport Account, Bank has the right to close your Account and terminate this relationship, and you will have no right to compel Bank to grant access to Bank services, either initially or after a Passport Account is opened.

6.15.2. If we cancel, close or terminate the Passport Account, we will be responsible for sending you prior notice in accordance with applicable law. Specific information and instructions, including how to convert and receive any remaining Passport Account balance will be included in the notice. You agree that advance written notice from us will be reasonable if it is emailed to you at your email address we have on file for you or mailed to your statement mailing address at least thirty (30) calendar days prior to the date upon which an Account will be closed and this Agreement terminated. You agree that in instances of Account abuse, or to prevent a loss, notice is reasonably given by us if mailed immediately upon Account closure. For security reasons, we may require you to close your Account and to open a new Account if: there is a change in power of attorney; there has been a forgery or fraud reported or committed involving your Account; or any other provision of our Agreement with you is violated. After the Account is closed, we have no obligation to accept deposits or pay any scheduled ACH transfers.

6.15.3. IMPORTANT: We reserve the right to close your Account if you terminate all your other relationships with us. Upon closure, any remaining funds in the Passport Account will be converted and returned to you in accordance with this Section.

6.15.4. If your Passport Account is canceled, closed or terminated for any reason, you may request the balance to be returned to an external account that you have maintained, including any linked External Account. Allow at least fourteen (14) days for the processing of such balance return to the extent permitted by law. If you do not request the balance to be returned to an external account within 20 business days after the Account is closed, unless you are notified otherwise, Priority will instruct Bank to return any remaining funds in the Passport Account in a check mailed to the address on file associated with the Passport Account. Our obligations to you with regard to the Account balance will be fully satisfied after complying with this section.